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14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA

16 MICROSOFT CORPORATION,

17 Plaintiff,

18 v.

19 LAPTOP & DESKTOP REPAIR LLC, a
Nevada limited liability company a/k/a
20 LAPTOPAID; and DAVID V. KRUCHIN, an
individual,
21

22 Defendants.
23

Case No. 3:13-cv-00501-RCJ-GWF

**STIPULATED PERMANENT
INJUNCTION; [PROPOSED] ORDER**

24 WHEREAS plaintiff Microsoft Corporation, a Washington corporation (“Plaintiff”) and
25 defendants Laptop & Desktop Repair LLC, a Nevada limited liability company a/k/a Laptopaid,
26 and David V. Kruchin, an individual, (“Defendants”) hereby stipulate that Defendants along with

Defendants' directors, principals, officers, agents, servants, employees, representatives, successors and assigns, and all those persons or entities acting in concert or participation with them, shall be and hereby are PERMANENTLY ENJOINED and restrained from:

(a) imitating, copying, or making any other infringing use or infringing distribution of software programs, components, Certificates of Authenticity, end user license agreements ("EULA") or items protected by Microsoft's registered trademarks and service mark, including, but not limited to, the following Trademark Registration Nos.:

- (1) 1,200,236 ("MICROSOFT");
- (2) 1,256,083 ("MICROSOFT");
- (3) 1,872,264 ("WINDOWS");
- (4) 2,744,843 (COLORED FLAG DESIGN);
- (5) 2,999,281 (COLOR FOUR SQUARE LOGO);

or the software programs, components, EULAs, items or things protected by the following Certificate of Copyright Registration No.:

- (1) TX-6-508-905 ("Windows Vista");
- (2) TX 7-009-361 ("Windows 7 Starter")
- (3) TX 7-219-968 ("Office Starter 2010");
- (4) TX 7-218-085 ("Excel Starter 2010");
- (5) TX 7-206-498 ("Word Starter 2010");

and any other works now or hereafter protected by any of Microsoft's trademarks or copyrights;

(b) manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting, or displaying any software program, component, Certificate of Authenticity, EULA, item or thing bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of

1 Microsoft's registered trademarks or service mark, including, but not limited to, the Trademark
2 and Service Mark Registration Nos. listed in Paragraph (a) above;

3 (c) using any simulation, reproduction, counterfeit, copy, or colorable
4 imitation of Microsoft's registered trademarks or service mark including, but not limited to, the
5 Trademark and Service Mark Registration Nos. listed in Paragraph (a) above, in connection with
6 the manufacture, distribution, offering for distribution, sale, offering for sale, advertisement,
7 promotion, or display of any software, component, Certificate of Authenticity, EULA, item or
8 thing not authorized or licensed by Microsoft;

9 (d) using any false designation of origin or false description which can or is
10 likely to lead the trade or public or individuals erroneously to believe that any software,
11 component, Certificate of Authenticity, EULA, item, or thing has been manufactured, produced,
12 distributed, offered for distribution, advertised, promoted, displayed, licensed, sponsored,
13 approved, or authorized by or for Microsoft, when such is in fact not true;

14 (e) engaging in any other activity constituting an infringing distribution of any
15 Microsoft software, component, Certificate of Authenticity, EULA, item, or thing and/or
16 constituting an infringement of any of Microsoft's trademarks, service mark and/or copyrights,
17 or of Microsoft's rights in, or right to use or to exploit these trademarks, service mark, and/or
18 copyrights or constituting any illegal dilution of Microsoft's name, reputation, or goodwill; and

19 (f) assisting, aiding, or abetting any other person or business entity in
20 engaging in or performing any of the activities referred to in paragraphs (a) through (e) above.

21 **IT IS SO STIPULATED.**

22 Dated: May 21, 2014

LAPTOP & DESKTOP REPAIR LLC a Nevada limited
liability company a/k/a LAPTOPAID

24 David Krachin
25 By:
26

1 Dated: May 21, 2014

DAVID V. KRUCHIN

2 David Kruchin

3 By:

4 Dated: May __, 2014

MICROSOFT CORPORATION, a Washington corporation

5
6 By:

7
8
9 ORDER

10 IT IS SO ORDERED.

11 Dated: This 6th day of June, 2014.

12
13 R. Jones
14 Hon. Robert C. Jones
15 UNITED STATES DISTRICT COURT JUDGE
16

17 Approved as to form:

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